

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KENTOYA MITCHELL,
individually and on behalf of all
others similarly situated,

Plaintiff,

v.

SONESTA INTERNATIONAL
HOTELS CORPORATION

Defendant.

Case No. 2:24-cv-02603-GW-SSC

STIPULATED PROTECTIVE
ORDER¹

1. INTRODUCTION

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under applicable legal principles.

1.2 Good Cause Statement. This action is likely to involve trade secrets, customer data, and other valuable commercial, financial, technical and/or proprietary information for which special protection from public disclosure and

¹ This Stipulated Protective Order is substantially based on the model protective order provided under Magistrate Judge Stephanie S. Christensen's Procedures as of 24 July 2023.

1 from use for any purpose other than prosecution of this action is warranted. Such
2 confidential and proprietary materials and information consist of, among other
3 things, confidential business or financial information, information regarding
4 confidential business practices, or other confidential commercial information
5 (including information implicating privacy rights of third parties), information
6 otherwise generally unavailable to the public, or which may be privileged or
7 otherwise protected from disclosure under state or federal statutes, court rules, case
8 decisions, or common law. Accordingly, to expedite the flow of information, to
9 facilitate the prompt resolution of disputes over confidentiality of discovery
10 materials, to adequately protect information the parties are entitled to keep
11 confidential, to ensure that the parties are permitted reasonable, necessary uses of
12 such material in preparation for and in the conduct of trial, to address their handling
13 at the end of the litigation, and to serve the ends of justice, a protective order for
14 such information is justified here. It is the intent of the parties that information will
15 not be designated as confidential for tactical reasons and that no information will be
16 so designated without a good faith belief on the part of the designating party that it
17 has been maintained in a confidential, non-public manner, and that there is good
18 cause why it should not be part of the public record of this case.

19 1.3 Acknowledgment of Procedure for Filing Under Seal. The parties
20 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
21 Protective Order does not entitle them to file confidential information under seal;
22 Local Rule 79-5 sets forth the procedures that must be followed and the standards
23 that will be applied when a party seeks permission from the court to file material
24 under seal.

25 There is a strong presumption that the public has a right of access to judicial
26 proceedings and records in civil cases. The parties' mere designation of Disclosure
27 or Discovery Material as CONFIDENTIAL does not—without the submission of
28

1 competent evidence by declaration, establishing that the material sought to be filed
2 under seal qualifies as confidential, privileged, or otherwise protectable—constitute
3 good cause.

4 Further, if a party requests sealing related to a dispositive motion or trial,
5 then compelling reasons, not only good cause, for the sealing must be shown, and
6 the relief sought shall be narrowly tailored to serve the specific interest to be
7 protected. *See Pintos v. Pac. Creditors Ass’n*, 605 F.3d 665, 677–79 (9th Cir.
8 2010). For each item or type of information, document, or thing sought to be filed
9 or introduced under seal in connection with a dispositive motion or trial, the party
10 seeking protection must articulate compelling reasons, supported by specific facts
11 and legal justification, for the requested sealing order. Again, competent evidence
12 supporting the application to file documents under seal must be provided by
13 declaration.

14 Any document that is not confidential, privileged, or otherwise protectable in
15 its entirety will not be filed under seal if the confidential portions can be redacted.
16 If documents can be redacted, then a redacted version for public viewing, omitting
17 only the confidential, privileged, or otherwise protectable portions of the document,
18 shall be filed. Any application that seeks to file documents under seal in their
19 entirety should include an explanation of why redaction is not feasible.

21 **2. DEFINITIONS**

22 2.1 Action: This pending federal lawsuit.

23 2.2 Challenging Party: A Party or Non-Party that challenges the
24 designation of information or items under this Order.

25 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of
26 how it is generated, stored or maintained) or tangible things that qualify for
27 protection under Rule 26(c) of the Federal Rules of Civil Procedure, and as specified
28

1 above in the Good Cause Statement.

2 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
3 their support staff).

4 2.5 Designated In-House Counsel: In-House Counsel who seek access to
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this
6 matter.

7 2.6 Designating Party: A Party or Non-Party that designates information or
8 items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
10 ONLY.”

11 2.7 Disclosure or Discovery Material: All items or information, regardless
12 of the medium or manner in which it is generated, stored, or maintained (including,
13 among other things, testimony, transcripts, and tangible things), that are produced or
14 generated in disclosures or responses to discovery in this matter.

15 2.8 Expert: A person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as
17 an expert witness or as a consultant in this Action.

18 2.9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
19 Information or Items: extremely sensitive “Confidential Information or Items,”
20 disclosure of which to another Party or Non-Party would create a substantial risk of
21 serious harm that could not be avoided by less restrictive means.

22 2.10 Final Disposition: The later of (1) dismissal of all claims and defenses
23 in this Action, with or without prejudice; and (2) final judgment herein after the
24 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
25 this Action, including the time limits for filing any motions or applications for
26 extension of time pursuant to applicable law.

27 2.11 In-House Counsel: Attorneys who are employees of a party to this
28

1 Action. In-House Counsel does not include Outside Counsel of Record or any other
2 outside counsel.

3 2.12 Non-Party: Any natural person, partnership, corporation, association, or
4 other legal entity not named as a Party to this action.

5 2.13 Outside Counsel of Record: Attorneys who are not employees of a
6 party to this Action but are retained to represent or advise a party to this Action and
7 have appeared in this Action on behalf of that party or are affiliated with a law firm
8 which has appeared on behalf of that party, and includes support staff.

9 2.14 Party: Any party to this Action, including all of its officers, directors,
10 employees, consultants, retained experts, and Outside Counsel of Record (and their
11 support staffs).

12 2.15 Producing Party: A Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.

14 2.16 Professional Vendors: Persons or entities that provide litigation support
15 services (e.g., photocopying, videotaping, translating, preparing exhibits or
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)
17 and their employees and subcontractors.

18 2.17 Protected Material: Any Disclosure or Discovery Material that is
19 designated as “CONFIDENTIAL” Or as “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY.”

21 2.18 Receiving Party: A Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23
24 **3. SCOPE**

25 The protections conferred by this Stipulation and Order cover not only
26 Protected Material (as defined above), but also (1) any information copied or
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or
28

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the
4 trial judge. This Stipulated Protective Order does not govern the use of Protected
5 Material at trial.

6
7 **4. TRIAL AND DURATION**

8 The terms of this Stipulated Protective Order apply through Final Disposition
9 of the Action.

10 Once a case proceeds to trial, information that was designated as
11 CONFIDENTIAL or maintained pursuant to this Stipulated Protective Order and
12 used or introduced as an exhibit at trial becomes public and will be presumptively
13 available to all members of the public, including the press, unless compelling
14 reasons supported by specific factual findings to proceed otherwise are made to the
15 trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180–81
16 (distinguishing “good cause” showing for sealing documents produced in discovery
17 from “compelling reasons” standard when merits-related documents are part of
18 court record). Accordingly, for such materials, the terms of this Stipulated
19 Protective Order do not extend beyond the commencement of the trial.

20 Even after Final Disposition of this litigation, the confidentiality obligations
21 imposed by this Stipulated Protective Order shall remain in effect unless a
22 Designating Party agrees otherwise in writing or a court order otherwise directs.
23 Final disposition shall be deemed to be the later of (1) dismissal of all claims and
24 defenses in this action, with or without prejudice; and (2) final judgment herein
25 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
26 reviews of this action, including the time limits for filing any motions or
27 applications for extension of time pursuant to applicable law.
28

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under
4 this Order must take care to limit any such designation to specific material that
5 qualifies under the appropriate standards. The Designating Party must designate for
6 protection only those parts of material, documents, items, or oral or written
7 communications that qualify so that other portions of the material, documents,
8 items, or communications for which protection is not warranted are not swept
9 unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations
11 that are shown to be clearly unjustified or that have been made for an improper
12 purpose (e.g., to unnecessarily encumber the case development process or to
13 impose unnecessary expenses and burdens on other parties) may expose the
14 Designating Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Stipulated Protective Order (*see, e.g.,* second paragraph of section 5.2(a)
20 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that
21 qualifies for protection under this Stipulated Protective Order must be clearly so
22 designated before the material is disclosed or produced.

23 Designation in conformity with this Stipulated Protective Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
28

1 ONLY” to each page that contains protected material. If only a portion or portions
2 of the material on a page qualifies for protection, the Producing Party also must
3 clearly identify the protected portion(s) (e.g., by making appropriate markings in
4 the margins).

5 A Party or Non-Party that makes original documents available for inspection
6 need not designate them for protection until after the inspecting Party has indicated
7 which documents it would like copied and produced. During the inspection and
8 before the designation, all of the material made available for inspection shall be
9 deemed CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’
10 EYES ONLY.” After the inspecting Party has identified the documents it wants
11 copied and produced, the Producing Party must determine which documents, or
12 portions thereof, qualify for protection under this Stipulated Protective Order.
13 Then, before producing the specified documents, the Producing Party must affix
14 the “CONFIDENTIAL” legend to each page that contains Protected Material. If
15 only a portion or portions of the material on a page qualifies for protection, the
16 Producing Party also must clearly identify the protected portion(s) (e.g., by making
17 appropriate markings in the margins).

18 (b) for testimony given in depositions, that the Designating Party identify
19 the Disclosure or Discovery Material on the record, before the close of the
20 deposition, all protected testimony and specifically the level of protection being
21 asserted. When it is impractical to identify separately each portion of testimony that
22 is entitled to protection and it appears that substantial portions of the testimony may
23 qualify for protection, the Designating Party may invoke on the record (before the
24 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days
25 to identify the specific portions of the testimony concerning which protection is
26 sought and to specify the level of protection being asserted. Only those portions of
27 the testimony that are appropriately designated for protection within the 21 days
28

1 shall be covered by the provisions of this Stipulated Protective Order.

2 Alternatively, a Designating Party may specify, at the deposition or up to 21 days
3 afterwards if that period is properly invoked, that the entire transcript shall be
4 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S
5 EYES ONLY.”

6 Transcripts containing Protected Material shall have an obvious legend on
7 the title page that the transcript contains Protected Material, and the title page shall
8 be followed by a list of all pages (including line numbers as appropriate) that have
9 been designated as Protected Material and the level of protection being asserted by
10 the Designating Party. The Designating Party shall inform the court reporter of these
11 requirements. Any transcript that is prepared before the expiration of a 21-day
12 period for designation shall be treated during that period as if it had been designated
13 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
14 otherwise agreed. After the expiration of that period, the transcript shall be treated
15 only as actually designated.

16 (c) for information produced in some form other than documentary and
17 for any other tangible items, that the Producing Party affix in a prominent place on
18 the exterior of the container or containers in which the information is stored the
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
20 ONLY” legend. If only a portion or portions of the information warrants protection,
21 the Producing Party, to the extent practicable, shall identify the protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
23 failure to designate qualified information or items does not, standing alone, waive
24 the Designating Party’s right to secure protection under this Order for such material.
25 Upon timely correction of a designation, the Receiving Party must make reasonable
26 efforts to assure that the material is treated in accordance with the provisions of this
27 Stipulated Protective Order.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the court's
4 Scheduling Order. A Party does not waive its right to challenge a confidentiality
5 designation by electing not to mount a challenge promptly after the original
6 designation is disclosed.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process under Local Rule 37.1 et seq. and with Section 2 of Judge
9 Christensen's Civil Procedures titled "Brief Pre-Discovery Motion Conference."²

10 6.3 The burden of persuasion in any such challenge proceeding shall be on
11 the Designating Party. Frivolous challenges, and those made for an improper
12 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
13 parties) may expose the Challenging Party to sanctions. Unless the Designating
14 Party has waived or withdrawn the confidentiality designation, all parties shall
15 continue to afford the material in question the level of protection to which it is
16 entitled under the Producing Party's designation until the court rules on the
17 challenge.

18 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

19 7.1 Basic Principles. A Receiving Party may use Protected Material that
20 is disclosed or produced by another Party or by a Non-Party in connection with this
21 Action only for prosecuting, defending, or attempting to settle this Action. Such
22 Protected Material may be disclosed only to the categories of persons and under the
23 conditions described in this Order. When the Action reaches a Final Disposition, a
24 Receiving Party must comply with the provisions of section 13 below.

25
26
27 ² Judge Christensen's Procedures are available at
28 [https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen.](https://www.cacd.uscourts.gov/honorable-stephanie-s-christensen)

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner³ that ensures that access is limited to the persons
3 authorized under this Stipulated Protective Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only:

8 (a) to the Receiving Party’s Outside Counsel of Record in this Action, as
9 well as employees of said Outside Counsel of Record to whom it is reasonably
10 necessary to disclose the information for this Action;

11 (b) to the officers, directors, and employees (including House Counsel) of
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) to Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) to the court and its personnel;

17 (e) to court reporters and their staff;

18 (f) to professional jury or trial consultants, mock jurors, and Professional
19 Vendors to whom disclosure is reasonably necessary for this Action and who have
20 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) to the author or recipient of a document containing the information or
22 a custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, to witnesses, and attorneys for witnesses, in
24 the Action to whom disclosure is reasonably necessary and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
26

27 ³ It may be appropriate under certain circumstances to require the Receiving Party to store any
28 electronic Protected Material in password-protected form.

1 agreed by the Designating Party or ordered by the court. The witness will not be
2 permitted to keep any confidential information unless they sign the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
4 agreed by the Designating Party or ordered by the court. Pages of transcribed
5 deposition testimony or exhibits to depositions that reveal Protected Material may
6 be separately bound by the court reporter and may not be disclosed to anyone
7 except as permitted under this Stipulated Protective Order; and

8 (i) to any mediator or settlement officer, and their supporting personnel,
9 mutually agreed upon by any of the parties engaged in settlement discussions.

10 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
12 in writing by the Designating Party, a Receiving Party may disclose any
13 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
14 EYES ONLY” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
16 as employees of said Outside Counsel of Record to whom it is reasonably
17 necessary to disclose the information for this litigation;

18 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably
19 necessary for this litigation, (2) who have signed the “Acknowledgment and
20 Agreement to Be Bound” (Exhibit A), and (3) who is not a current officer, director,
21 or employee of a competitor of a Party or anticipated to become one.

22 (c) the court and its personnel;

23 (d) court reporters and their staff, professional jury or trial consultants,
24 and Professional Vendors to whom disclosure is reasonably necessary for this
25 litigation and who have signed the “Acknowledgment and Agreement to Be
26 Bound” (Exhibit A); and

27 (e) the author or recipient of a document containing the information or a
28

1 custodian or other person who otherwise possessed or knew the information.

2 Unless otherwise ordered by the court or agreed to in writing by the
3 Designating Party, a Party that seeks to disclose any information or item that has
4 been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
5 pursuant to this paragraph to any person other than a retained Expert or a person
6 enumerated in paragraphs 7.3 (a), (c), (d), and (e) first must make a written request
7 to the Designating party that (1) identifies the general categories of “HIGHLY
8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving
9 Party seeks permission to disclose to the person, (2) sets forth the Person’s the
10 person’s full name and the city and state of his or her primary residence, and (3)
11 identifies (by name and number of the case, filing date, and location of the court)
12 any litigation in connection with which the person has been a litigant (plaintiff or
13 defendant) or has offered expert testimony, including through a declaration, report,
14 or testimony at a deposition or trial.

15 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
16 **PRODUCED IN OTHER LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation
18 that compels disclosure of any information or items designated in this Action as
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
20 ONLY” that Party must:

21 (a) promptly notify in writing the Designating Party. Such notification
22 shall include a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or order
24 to issue in the other litigation that some or all of the material covered by the
25 subpoena or order is subject to this Protective Order. Such notification shall include
26 a copy of this Stipulated Protective Order; and

27 (c) cooperate with respect to all reasonable procedures sought to be
28

pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

9.1 Application. The terms of this Stipulated Protective Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

9.2 Notification. In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(a) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

1 (b) make the information requested available for inspection by the Non-
2 Party, if requested.

3 9.3 Conditions of Production. If the Non-Party fails to seek a protective
4 order from this court within 14 days of receiving the notice and accompanying
5 information, the Receiving Party may produce the Non-Party's confidential
6 information responsive to the discovery request. If the Non-Party timely seeks a
7 protective order, the Receiving Party shall not produce any information in its
8 possession or control that is subject to the confidentiality agreement with the Non-
9 Party before a determination by the court. Absent a court order to the contrary, the
10 Non-Party shall bear the burden and expense of seeking protection in this court of its
11 Protected Material.
12

13 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

14 If a Receiving Party learns that, by inadvertence or otherwise, it has
15 disclosed Protected Material to any person or in any circumstance not authorized
16 under this Stipulated Protective Order, the Receiving Party must immediately (a)
17 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
18 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
19 the person or persons to whom unauthorized disclosures were made of all the terms
20 of this Order, and (d) request such person or persons to execute the
21 "Acknowledgment and Agreement to Be Bound" (Exhibit A).
22

23 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
24 **PROTECTED MATERIAL**

25 When a Producing Party gives notice to Receiving Parties that certain
26 inadvertently produced material is subject to a claim of privilege or other
27 protection, the obligations of the Receiving Parties are those set forth in Rule
28

26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal Rules of Evidence, insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the Final Disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must

1 return all Protected Material to the Producing Party or destroy such material. As
2 used in this subdivision, “all Protected Material” includes all copies, abstracts,
3 compilations, summaries, and any other format reproducing or capturing any of the
4 Protected Material. Whether the Protected Material is returned or destroyed, the
5 Receiving Party must submit a written certification to the Producing Party (and, if
6 not the same person or entity, to the Designating Party) by the 60 day deadline that
7 (1) identifies (by category, where appropriate) all the Protected Material that was
8 returned or destroyed and (2) affirms that the Receiving Party has not retained any
9 copies, abstracts, compilations, summaries or any other format reproducing or
10 capturing any of the Protected Material. Notwithstanding this provision, Counsel is
11 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
12 and hearing transcripts, legal memoranda, correspondence, deposition and trial
13 exhibits, expert reports, attorney work product, and consultant and expert work
14 product, even if such materials contain Protected Material. Any such archival
15 copies that contain or constitute Protected Material remain subject to this Protective
16 Order as set forth in Section 4.

17
18 **14. VIOLATION**

19 Any violation of this Stipulated Protective Order may be punished by any and all
20 appropriate measures including, without limitation, contempt proceedings and/or
21 monetary sanctions.
22
23
24
25
26
27
28

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2
3 DATED: December 17, 2024

s/ Brittany S. Scott

4 Attorney for Plaintiff

5
6 DATED: December 17, 2024

s/ Nathalie M. Gorman

7 Attorney for Defendant

8
9
10 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

11
12 DATED: December 20, 2024



13 STEPHANIE S. CHRISTENSEN
14 United States Magistrate Judge
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[print or type full name]**, of
_____ **[print or type full address]**, declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective
Order that was issued by the United States District Court for the Central District
of California on _____ **[date]** in the case of *Mitchell v. Sonesta International
Hotels Corporation*, Case No. 2:24-cv-02603-GW-SSC. I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing the terms
of this Stipulated Protective Order, even if such enforcement proceedings occur
after termination of this action. I hereby appoint _____
[print or type full name] of _____ **[print or type full address and
telephone number]** as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____